

# Arizona Department of Transportation

## Engineering Consultants Section

205 S. 17<sup>th</sup> Ave. Room 293E Mail Drop 616E Phoenix, Arizona 85007  
Phone 602.712.7525 Fax 602.712.7424

Jane Dee Hull  
Governor

Dick Wright  
State Engineer

Mary E. Peters  
Director

19 March, 2001

Mr. Ron Amaya  
City of Peoria  
8401 W. Monroe Street  
Peoria, AZ 85345

Re: Agreement JPA 97-125  
**Secretary of State File Number 22170**  
**Amendment No. 1**  
Project: SS421 03D / SS421 04D  
Section: Traffic Signal Control System Design  
Phase I and Phase II

Dear Mr. Amaya:

Changes to the above referenced agreement (enclosed) are warranted to define each phase of the agreement. We may use this letter addendum to accomplish Amendment No. 1. Therefore, so much is replaced in the existing agreement.

Phase I  
**SS421 03D**

Estimated Design Cost	\$225,000.00
Federal Aid Funds @ 94.3% of \$225,000.00	\$212,175.00
City of Peoria Funds @ 5.7%	\$ 12,825.00

Phase II  
**SS421 04D**

Estimated Design Cost	\$348,887.00
Federal Aid Funds @ 94.3% of \$348,887.00	\$329,000.00
City of Peoria Funds @ 5.7%	\$ 19,887.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

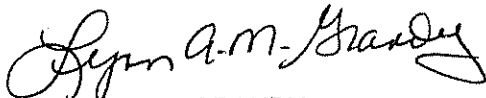
2. Therefore, the City agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

Mr. Ron Amaya  
JPA 97-125  
**Amendment No. 1**  
Page 2

3. The State will reimburse the City with federal funds for design work addressed under this agreement at 94.3% of \$225,000.00. (SS421 03D) and 94.3% of \$348,887.00 (SS421 04D).

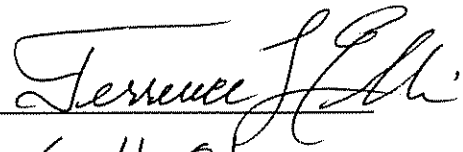
All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8088.

Sincerely,



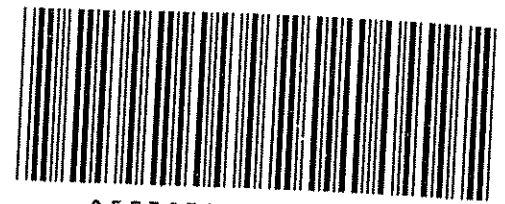
LYNN A. M. GRANDY  
Joint Project Coordinator

Concur for City of Peoria

By   
6-11-01  
(date)

lgamend(h)  
18Mar2001

RETURN TO: CITY CLERK  
8401 W. MONROE ST.  
PEORIA, AZ 85345



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0517462 06/14/2001 09:18

RESOLUTION NO. 01- 94

15180 14 OF 14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE CITY MANAGER TO EXECUTE INTERGOVERNMENTAL AGREEMENT AMENDMENT NUMBER 1 BETWEEN THE STATE OF ARIZONA AND THE CITY OF PEORIA PROVIDING FOR THE USE OF FEDERAL HIGHWAY FUNDS FOR A TRAFFIC SIGNAL INTERCONNECT PROJECT.

WHEREAS, the State of Arizona receives Federal funds for streets and roadways; and

WHEREAS, the City is authorized by its Charter to enter into an Intergovernmental Agreement with other governmental entities for joint projects; and

WHEREAS, the State is prepared to provide Federal funding for a traffic signal interconnect project within the City of Peoria.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria, Arizona as follows:

#### SECTION 1.

That the City Manager is authorized to enter into an Intergovernmental Agreement Amendment Number 1 for funding for a traffic signal interconnect project.

#### SECTION 2. Filing

(a) That the original of this resolution and exhibit shall be on file in the office of the City Clerk and that certified copies shall be on file in the Office of the City Attorney, Department of public Works and Municipal Court for public inspection and judicial notice shall be taken of the passage of such resolutions and designation of areas

PASSED AND ADOPTED by the City of Peoria, Arizona this 5<sup>th</sup> day of  
June, 2001



Patricia A. Hennigan  
John C. Keegan, Mayor

Janice L. Graziano  
Janice L. Graziano, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp  
Stephen M. Kemp, City Attorney

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the design of the project, is willing to provide funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost is as follows: Traffic Signal Interconnect Design - various locations.

Estimated Design Cost	\$ <del>250,000.00</del> <i>since the</i>
Federal Funds @ 94.3%	\$ <del>235,750.00</del>
City Funds @ 5.7%	\$ <del>14,250.00</del>

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for design.

a. If such project is approved for design by FHWA and the funds are available for design of the project, the City with the aid and consent of FHWA will proceed with design of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure unless and until so authorized in writing by the City.

2. Prior to the commencement of design, the City shall set aside sufficient funds in an amount necessary to match federal funds in the ratio required.

3. The State will reimburse the City with federal funds for design work addressed under this agreement at 94.3% of the project cost.

4. The City will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The City may request the State, as authorized agent for the County, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

7. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work herein embraced.

3. This agreement shall become effective upon filing with the Secretary of State.

L COF 16097

## RESOLUTION NO. 97-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF PEORIA PROVIDING FOR THE USE OF FEDERAL HIGHWAY FUNDS FOR A TRAFFIC SIGNAL INTERCONNECTION DESIGN PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the State of Arizona receives federal funds for streets and roadways; and

WHEREAS, the City is authorized by its Charter to enter into an Intergovernmental Agreement with other governmental entities for joint projects; and

WHEREAS, the State is prepared to provide federal funding for a traffic signal interconnect design project within the City of Peoria.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria as follows:

## SECTION 1.

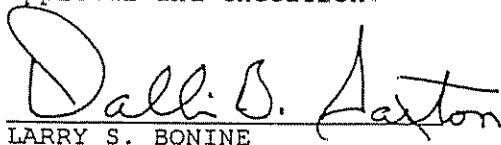
That the City Manager is authorized to enter into an Intergovernmental Agreement for funding for a traffic signal interconnect design project.

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

RESOLUTION

BE IT RESOLVED on this 28th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Peoria for the purpose of defining responsibilities for the design of traffic signal interconnections at various locations in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

**E** CON 160 97